

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA :</b>		<b>CRIMINAL NO. 04-</b>
<b>v.</b>	<b>:</b>	<b>DATE FILED: April 1, 2004</b>
<b>ROBERT A. JOYCE and</b>	<b>:</b>	<b>VIOLATIONS: 18 U.S.C. § 371</b>
<b>ELIANA RASPINO</b>	<b>:</b>	<b>(Conspiracy to commit</b>
	<b>:</b>	<b>bankruptcy fraud - 1 count)</b>
	<b>:</b>	<b>18 U.S.C. § 152</b>
	<b>:</b>	<b>(Bankruptcy fraud - 4 counts)</b>
		<b>18 U.S.C. § 1623</b>
		<b>(Perjury - 1 count)</b>
		<b>18 U.S.C. § 2314</b>
		<b>(Interstate transportation of</b>
		<b>stolen property - 2 counts)</b>
		<b>18 U.S.C. § 1014</b>
		<b>(False statements to a bank - 1</b>
		<b>count)</b>
		<b>18 U.S.C. § 1957</b>
		<b>(Money laundering - 2 counts)</b>

**INDICTMENT**

**COUNT ONE**

**(18 U.S.C. § 371 -- Conspiracy to Commit Bankruptcy Fraud)**

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

**The Defendants and Entities**

1. Defendants ROBERT A. JOYCE and ELIANA RASPINO lived together in Brigantine, New Jersey, and also worked together in the supermarket business.
2. Philadelphia Super Food Store, Inc. ("the company") was a corporation whose purpose was to operate supermarkets in West Philadelphia.
3. Beginning in or about July of 1997 and continuing up to on or about August 6, 1999,

Philadelphia Super Food Store, Inc. operated two supermarkets (“the supermarkets”) under the name of “Raspino’s.” One store was located at 52<sup>nd</sup> and Market Streets, and the other store was located at 58th Street and Baltimore Pike, both in West Philadelphia.

4. Defendant ROBERT A. JOYCE performed the duties of general manager for Philadelphia Super Food Store, Inc.

5. Defendant ELIANA RASPINO was the Chief Operating Officer and 50% owner of Philadelphia Super Food Store, Inc. D.W., a person known to the grand jury, was the other 50% owner of Philadelphia Super Food Store, Inc.

6. Defendant ELIANA RASPINO owned and controlled F.I.C.S., Inc. and Supermarket Install, Inc. Each was a “shell” company, that is, a company that conducts no real business and has no real assets.

### **The Bankruptcy**

7. On or about March 11, 1999, Philadelphia Super Food Store, Inc. filed a voluntary petition for bankruptcy under Chapter 11 of the Bankruptcy Code. The company filed this petition in the United States Bankruptcy Court for the Eastern District of Pennsylvania, at Philadelphia. This case was captioned In Re Philadelphia Super Food Store, Bankr. No. 99-13144.

8. A filing under Chapter 11 of the Bankruptcy Code allows a company with financial problems to protect itself from creditors’ actions while it attempts to reorganize itself in order to later emerge from bankruptcy and to continue as an operating company.

9. When Philadelphia Super Food Store, Inc. filed the bankruptcy petition on or about March 11, 1999, all assets of the company, then known as the debtor, became property of the bankruptcy estate.

10. During the period that the bankruptcy was administered under Chapter 11, that is,

between on or about March 11, 1999 and on or about August 6, 1999, the operation of the company and the use of its assets were monitored by the United States Bankruptcy Court, the United States Trustee, and the company's creditors, and they were entitled to information about the use and disposition of the company's assets.

11. On or about August 6, 1999, the Bankruptcy Court converted Philadelphia Super Food Store's bankruptcy from a reorganization proceeding under Chapter 11 of the Bankruptcy Code to a liquidation proceeding under Chapter 7 of the Bankruptcy Code and the United States Trustee appointed a Chapter 7 Trustee for the case. The supermarkets stopped doing business on or about August 6, 1999.

12. The conversion to a proceeding under Chapter 7 of the Bankruptcy Code subjected the assets of a company to possible liquidation under the jurisdiction of the Bankruptcy Court in order to pay debts owed to creditors. After the conversion, the company and its owners and employees no longer had the power to hold and control any assets of the bankruptcy estate.

### **The Casualty Losses**

13. On or about January 23, 1999, Philadelphia Super Food Store, Inc. suffered a loss due to theft and vandalism at its store at 58<sup>th</sup> Street and Baltimore Pike. The company filed a claim with its insurance company ("the first insurance claim"), and when the Bankruptcy Court ordered the case converted to a Chapter 7 liquidation on or about August 6, 1999, this claim had not yet been paid. Because the insurance claim was an asset of the bankruptcy estate, only the Chapter 7 Trustee could collect that insurance claim on behalf of the bankruptcy estate after the conversion to Chapter 7.

14. On or about July 19, 1999, Philadelphia Super Food Store, Inc. suffered another loss, this time due to water damage at its store at 58<sup>th</sup> Street and Baltimore Pike. The company filed a claim with its insurance company ("the second insurance claim"), and when the Bankruptcy Court ordered the case converted to a Chapter 7 liquidation on or about August 6, 1999, this claim had not yet been paid.

Because the insurance claim was an asset of the bankruptcy estate, only the Chapter 7 Trustee could collect that insurance claim on behalf of the bankruptcy estate after the conversion to Chapter 7.

15. In or about January 1999 for the first insurance claim, and in or about July 1999 for the second insurance claim, Philadelphia Super Food Store, Inc. retained the services of Wheeler Adjustment Services, Inc. (“Wheeler”), a public insurance adjuster. The company hired Wheeler to represent the company and to deal with the company’s insurers in order to resolve the company’s insurance claims resulting from the losses of January 23, 1999 and July 19, 1999.

### **The Conspiracy**

16. From on or about August 2, 1999 and continuing through the date of this indictment, at Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendants

### **ROBERT A. JOYCE and ELIANA RASPINO**

conspired and agreed, together and with others known and unknown to the grand jury, to knowingly commit an offense against the United States, that is, to knowingly and fraudulently conceal from the United States Trustee, the Chapter 7 Trustee, and the estate’s creditors, property belonging to the estate of the bankruptcy debtor, Philadelphia Super Food Store, Inc., in violation of Title 18, United States Code, Section 152(1).

### **MANNER AND MEANS**

17. It was part of the conspiracy that prior to the supermarkets’ closings on or about August 6, 1999, defendants ROBERT A. JOYCE and ELIANA RASPINO directed employees of Philadelphia Super Food Store, Inc. to remove supermarket equipment from the supermarkets, including slicers, grinders, scales, desks, chairs, computers, candy machines, and other equipment, which had been the property of the company and had been used in operating the company’s supermarkets, and to secrete that

equipment in a storage facility in Philadelphia.

It was further part of the conspiracy that:

18. Defendant ROBERT A. JOYCE, and others, at his direction, moved the stolen equipment from the storage facility in Philadelphia to a warehouse in or near Trenton, New Jersey.

19. Defendants ROBERT A. JOYCE and ELIANA RASPINO never advised the Bankruptcy Court, United States Trustee, and the creditors that they had removed equipment from the supermarkets, and never advised them of the whereabouts of the removed equipment.

20. After conversion of the case to a Chapter 7 proceeding, defendant ROBERT A. JOYCE seized control of the company's two insurance claims for casualty losses. The defendants never advised the Chapter 7 Trustee that there were pending insurance claims, that JOYCE was pursuing the collection of both of these claims, and that JOYCE subsequently collected from the insurance company on these claims.

21. Defendant ROBERT A. JOYCE cashed and deposited insurance proceeds due the company into bank accounts controlled by defendant ELIANA RASPINO, that is, bank accounts in the names of the shell companies Supermarket Install, Inc. and F.I.C.S., Inc.

22. Defendant ELIANA RASPINO withdrew the funds in cash and by check from the deposited insurance proceeds and used these funds for personal expenses.

### **OVERT ACTS**

In furtherance of the conspiracy, defendants ROBERT A. JOYCE and ELIANA RASPINO committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

1. On or about August 2, 1999, defendant ROBERT A. JOYCE instructed a Philadelphia Super Food Store, Inc. employee to rent two storage lockers at Shurgard Storage, 72<sup>nd</sup> and Lindbergh Avenues, in Philadelphia.

2. On or about August 2, 1999, defendant ROBERT A. JOYCE instructed a Philadelphia Super Food Store, Inc. employee to remove supermarket equipment from the company's supermarkets at 52<sup>nd</sup> and Market Streets, and 58<sup>th</sup> Street and Baltimore Pike in Philadelphia, and to move the equipment to the rented storage lockers at the Shurgard facility.

3. In or about the week of August 2, 1999, in Philadelphia, defendants ROBERT A. JOYCE and ELIANA RASPINO instructed employees of Philadelphia Super Food Stores, Inc. as to which specific items of supermarket equipment to transfer to the rented storage lockers at the Shurgard facility.

4. On or about August 14, 1999, defendant ROBERT A. JOYCE, and others at his direction, moved the supermarket equipment, which had come from the company's supermarkets in Philadelphia, from rented storage lockers to a warehouse in or near Trenton, New Jersey.

5. On or about September 21, 1999, in Springfield Township, Delaware County, Pennsylvania, defendant ROBERT A. JOYCE presented to Wheeler Adjustment Services, Inc., two insurance company checks, made jointly payable to Philadelphia Super Foods Store, Inc. and to Wheeler Adjustment Services, Inc. These checks were for part of the insurance company's settlement of Philadelphia Super Food Store, Inc.'s insurance claims for the January 23, 1999 loss. Defendant JOYCE directed an employee of Wheeler Adjustment Services, Inc. to make out two checks to "ROBERT A. JOYCE" for the company's portion of the insurance company payment, one in the amount of \$8,000 and the other in the amount of \$2,500.

6. On or about October 22, 1999, in Brigantine, New Jersey, defendant ELIANA

RASPINO opened account #4750147989 with the Sun National Bank in the name of Supermarket Install, Inc.

7. On or about November 17, 1999, in Linwood, New Jersey, defendant ELIANA RASPINO opened account #100005578 with the Boardwalk National Bank in the name of F.I.C.S., Inc.

8. On or about November 9, 1999, in Springfield Township, Delaware County, Pennsylvania, defendant ROBERT A. JOYCE presented an insurance company check to co-payee Wheeler Adjustment Services, Inc. This check represented funds from the insurance company's partial payment for the company's claim on its July 19, 1999 casualty loss. Defendant JOYCE directed an employee of Wheeler Adjustment Services, Inc. to make out one check to "ROBERT A. JOYCE" for \$2,500, one check to F.I.C.S., Inc. for \$28,500, and one check to Supermarket Install Inc. for \$64,770, for the company's portion of the insurance payment.

9. On or about November 17, 1999, in New Jersey, defendant ROBERT A. JOYCE caused two of the checks from Wheeler Adjustment Company, which he obtained on or about November 9, 1999, to be deposited into the Sun National Bank and Boardwalk Bank accounts previously opened by defendant ELIANA RASPINO.

10. Between on or about November 20, 1999 and on or about December 13, 1999, in New Jersey, defendant ELIANA RASPINO made six cash withdrawals of \$9000 each from the Sun National Bank account in the name of Supermarket Install, Inc.

11. Between on or about November 19, 1999 and on or about December 6, 1999, in New Jersey, defendant ELIANA RASPINO made two cash withdrawals totaling \$9,000 and wrote five personal checks totaling \$18,029.66, all on the funds in the Boardwalk Bank account in the name of F.I.C.S., Inc.

12. On or about March 24, 2000, in Springfield Township, Delaware County,

Pennsylvania, defendant ROBERT A. JOYCE presented an insurance company check to co-payee Wheeler Adjustment Services, Inc. This check represented funds from the insurance company's final partial payment for the company's claim arising from the July 19, 1999 casualty loss. JOYCE directed an employee of Wheeler Adjustment Services, Inc. to make out one check to F.I.C.S., Inc. for \$13,000 and one check to Supermarket Install, Inc. for \$27,176.37, for the company's portion of the insurance payment.

13. On or about March 24, 2000, defendant ROBERT A. JOYCE caused the checks from Wheeler Adjustment Company, which he obtained on or about March 24, 2000, to be deposited into the Sun National Bank and Boardwalk Bank accounts previously opened by defendant ELIANA RASPINO.

14. Between on or about March 28, 2000 and on or about April 7, 2000, in New Jersey, defendant ELIANA RASPINO made six cash withdrawals totaling \$24,000 from the Sun National Bank account in the name of Supermarket Install, Inc.

15. On or about March 29 and on or about March 31, 2000, in New Jersey, defendant ELIANA RASPINO made two cash withdrawals of \$6500 each from the funds in the Boardwalk Bank account in the name of F.I.C.S., Inc.

All in violation of Title 18, United States Code, Section 371.

**COUNT TWO**  
**(18 U.S.C. §§ 152 and 2 -- Bankruptcy Fraud, Aiding and Abetting)**

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 15 and 17 through 23 and the overt acts of Count One are



realleged here.

2. From on or about August 2, 1999 and continuing through the date of this indictment, at Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendants

**ROBERT A. JOYCE and  
ELIANA RASPINO**

knowingly and fraudulently concealed, and aided and abetted the concealment of, property belonging to the estate of the debtor, Philadelphia Super Foods Inc., from creditors, from the United States Trustee, and from the Chapter 7 Trustee, that is, supermarket equipment which was part of the bankruptcy estate, and which the defendants caused to be removed from the premises of the two supermarkets operated under the name of “Raspino’s” at 52nd and Market Streets and 58th Street and Baltimore Pike in Philadelphia, Pennsylvania, and hidden at a storage facility near 70<sup>th</sup> and Lindbergh Avenues in Philadelphia, and later moved elsewhere.

In violation of Title 18, United States Code, Sections 152(1) and 2.

**COUNT THREE**  
**(18 U.S.C. §1623 -- Perjury)**

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 15 and 17 through 23 and the overt acts of Count One are realleged here.

On or about August 6, 1999, in the Eastern District of Pennsylvania:

2. The United States Bankruptcy Court for the Eastern District of Pennsylvania was conducting a hearing to determine whether the bankruptcy of debtor Philadelphia Super Food Store, Inc. should be converted from a Chapter 11 debtor-in-possession proceeding to a Chapter 7 liquidation proceeding. It was material to that hearing to determine whether assets of the debtor, Philadelphia Super Food Store, Inc., had been removed from the supermarkets which it operated.

3. Defendant ROBERT A. JOYCE, appearing as a witness under oath at a proceeding before the Bankruptcy Court, knowingly made the following false declaration in response to questions with respect to the material matter alleged in paragraph 2 above, as follows:

Q. Has anything been removed from the stores, sir?

A. Other than perhaps some leased equipment that would have went back to whoever leased it to us, not to my knowledge.

Q. Okay. Can you describe the leased equipment that you believe was removed?

A. I'd have to look on a list to see what was and what wasn't. I don't know offhand.

Q. Did you direct anyone to remove equipment from the store?

A. No, I did not.

Q. Does the debtor maintain any other stores other than the store at 15--

A. Although I would rephrase that. I did say anything that's leased, if the leasing company

wants it back, you know, go ahead with it. But short of that, nothing.

Q. To who would you have said that, sir?

A. Whoever was acting as manager at the time.

Q. Well I thought that was Mr. Kerrigan.

A. I mean on the scene at the store.

Q. And how would that manager know where to remove the equipment--

A. Well he would--

Q. --or what equipment to remove?

A. He would be presented leasing papers by the leasing company and they would point to the piece of equipment.

Q. And to your knowledge, was any equipment removed?

A. Not to my knowledge.

Q. Okay. And you didn't direct anyone to remove any equipment?

A. No, sir.

4. The above underscored testimony of defendant ROBERT A. JOYCE, as he then and there well knew and believed, was false in that defendant ROBERT A. JOYCE had directed employees of the Philadelphia Super Food Store, Inc. to remove non-leased equipment from the company's supermarkets.

In violation of Title 18, United States Code, Section 1623.

**COUNT FOUR**  
**(18 U.S.C. §§ 152 and 2 -- Bankruptcy Fraud, Aiding and Abetting)**

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 15 and 17 through 23 and the overt acts of Count One are realleged here.
2. From on or about September 21, 1999, and continuing through the date of this indictment, at Delaware County, in the Eastern District of Pennsylvania and elsewhere, defendants

**ROBERT A. JOYCE and**  
**ELIANA RASPINO**

knowingly and fraudulently concealed, and aided and abetted the concealment of, property belonging to the estate of the debtor, Philadelphia Super Food Store, Inc., from creditors, from the United States Trustee, and from the Chapter 7 Trustee, that is, approximately \$12,625 which was due to Philadelphia Super Food Store, Inc. as an insurance payment for its January 23, 1999 casualty loss, which funds the defendants converted to their own use.

In violation of Title 18, United States Code, Sections 152(1) and 2.

**COUNT FIVE**  
**(18 U.S.C. §§ 152 and 2 -- Bankruptcy Fraud, Aiding and Abetting)**

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 15 and 17 through 23 and the overt acts of Count One are realleged here.
2. From on or about November 9, 1999, and continuing through the date of this indictment, at Delaware County, in the Eastern District of Pennsylvania and elsewhere, defendants

**ROBERT A. JOYCE and**  
**ELIANA RASPINO**

knowingly and fraudulently concealed, and aided and abetted the concealment of, property belonging to the estate of the debtor, Philadelphia Super Food Store, Inc., from creditors, from the United States Trustee, and from the Chapter 7 Trustee, that is, approximately \$114,583 which was due to Philadelphia Super Food Store, Inc. as part of an insurance payment for its July 19, 1999 casualty loss, which funds the defendants converted to their own use.

In violation of Title 18, United States Code, Sections 152(1) and 2.

**COUNT SIX**  
**(18 U.S.C. §§ 152 and 2 -- Bankruptcy Fraud, Aiding and Abetting)**

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 17 and 17 through 23 and the overt acts of Count One are realleged here.
2. From on or about March 24, 2000, and continuing through the date of this indictment, at Delaware County, in the Eastern District of Pennsylvania and elsewhere, defendants

**ROBERT A. JOYCE and**  
**ELIANA RASPINO**

knowingly and fraudulently concealed, and aided and abetted the concealment of, property belonging to the estate of the debtor, Philadelphia Super Food Store, Inc., from creditors, from the United States Trustee, and from the Chapter 7 Trustee, that is, approximately \$47,958 which was due to Philadelphia Super Food Store, Inc. as part of an insurance payment for its July 19, 1999 casualty loss, which funds the defendants converted to their own use.

In violation of Title 18, United States Code, Sections 152(1) and 2.

**COUNTS SEVEN AND EIGHT**  
**(Interstate Transportation of Stolen Property – 18 U.S.C. § 2314)**

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 6 of Count One are realleged here.

At all times material to this indictment:

**The Defendants and Entities**

2. Super Food Store, Inc. was a corporation whose purpose was to operate a supermarket in North Philadelphia at Progress Plaza, located at Oxford and Broad Streets.

3. Defendant ELIANA RASPINO was 50% owner of Super Food Store, Inc. D.W., a person known to the grand jury, was the other 50% owner of Super Food Store, Inc.

4. Lambertville Super Food Store, Inc. was a corporation whose purpose was to build and operate a supermarket in Lambertville, New Jersey.

5. Defendant ELIANA RASPINO was 50% owner of Lambertville Super Food Store, Inc. D.W. was the other 50% owner of Lambertville Super Food Store, Inc.

6. Defendant ELIANA RASPINO owned and controlled several “shell” corporations, including R. Supermarket Development & Investment, Inc. and F.I.C.S., Inc. A “shell” company is a company that conducts no real business and has no real assets.

**The Jefferson Bank Loan**

7. Jefferson Bank was a financial institution located in Philadelphia, Pennsylvania, whose deposits were insured by the Federal Deposit Insurance Corporation.

8. In or about early 1998, defendant ELIANA RASPINO and DW, in their positions as owners of Super Food Store, Inc., negotiated with Jefferson Bank of Philadelphia for financing a portion of the expense of opening the new supermarket at Progress Plaza in North Philadelphia. Jefferson Bank,

however, did not agree to loan funds to RASPINO's and DW's company, Super Food Store, Inc.

Instead, Jefferson Bank agreed to lease to Super Food Store, Inc. specific supermarket equipment listed on an "Equipment Lease Schedule" for the new supermarket at Progress Plaza. This equipment had a total value of approximately \$322,000.

9. On or about June 2, 1998, defendant ELIANA RASPINO and D.W. executed an "Equipment Lease Agreement" with Jefferson Bank. Pursuant to this agreement, Jefferson Bank agreed to issue checks to an identified third party for the purchase of specific equipment on behalf of Jefferson Bank as the lessor and owner of this equipment.

10. On or about June 10, 1998, pursuant to the Equipment Lease Agreement, Jefferson Bank issued a check in the amount of \$183,000 for the purchase and installation of part of the equipment.

11. On or about July 1, 1998, pursuant to the Equipment Lease Agreement, Jefferson Bank issued a second check, this one in the amount of \$79,000 for the purchase and installation of part of the equipment.

**The Diversion of the Jefferson Bank's Funds for the Purchase of Equipment to be Leased**

12. On or about June 15, 1998, defendant ROBERT A. JOYCE directed and caused the third party to not purchase the equipment identified in the Equipment Lease Agreement with the proceeds from the above described \$183,000 check as directed by Jefferson Bank but instead to:

- a. write a check for \$83,000 to "R. Supermarket Development and Investment Corp." (one of the shell companies owned by defendant ELIANA RASPINO) and give that check to defendant JOYCE;
- b. write a check for \$50,000 to "F.I.C.S. Co." (one of the shell companies owned by defendant ELIANA RASPINO) and give that check to



defendant JOYCE; and

- c. use the remaining funds from Jefferson Bank's \$183,000 check to pay debts which the third party owed on the unrelated construction project for a different supermarket in Lambertville, New Jersey owned by defendant ELIANA RASPINO and D.W. through their other corporation, Lambertville Super Food Store, Inc.

13. On or about June 15, 1998, defendant ROBERT A. JOYCE caused the \$83,000 check drawn on the third party's Commerce Bank account number 36328804 in Toms River, New Jersey, to be deposited in the Mainline Bank account of R. Supermarket Development and Investment Corporation, account number 089801260, located in Villanova, Pennsylvania.

14. On or about June 15, 1998, defendant ROBERT A. JOYCE caused the \$50,000 check drawn on the third party's Commerce Bank account number 36328804 in Toms River, New Jersey, to be deposited in the Commerce Bank account of F.I.C.S., account number 089801260, located in Pennsylvania.

15. On or about July 7, 1998, defendant ROBERT A. JOYCE directed and caused the third party to not purchase the equipment identified in the Equipment Lease Agreement with the proceeds from the above described \$79,000 check but instead to write a check for \$78,000 to defendant ELIANA RASPINO's shell company, R. Supermarket Development and Investment Corporation, and to give that check to JOYCE. JOYCE also directed the third party to keep the remaining \$1,000 for his own use.

16. On or about July 8, 1998, defendant ROBERT A. JOYCE caused the \$78,000 check drawn on the third party's Commerce Bank account number 36328804 in Toms River New Jersey, to be deposited in the Mainline Bank account of R. Supermarket Development and Investment Corporation, account number 089801260, located in Villanova, Pennsylvania.

**Interstate Transportation of Stolen Property**

17. On or about the dates shown below, in the Eastern District of Pennsylvania and elsewhere, defendant

**ROBERT A. JOYCE**

caused to be transported in interstate commerce securities and money of a value of \$5,000 or more, knowing the same to have been stolen, converted, and taken by fraud, that is, checks in the amounts shown below, to be transported in interstate commerce between a New Jersey bank and a Pennsylvania bank, knowing that the checks transmitted funds that had been stolen, converted, and taken by fraud.

<b>Count</b>	<b>Date</b>	<b>Check Amount</b>	<b>Payor Bank</b>	<b>Payee Bank</b>
7	6/15/98	\$83,000	Commerce Bank Toms River, NJ.	Mainline Bank Villanova, PA
8	7/8/98	\$78,000	Commerce Bank Toms River, NJ	Mainline Bank Villanova, PA

All in violation of Title 18, United States Code, Section 2314.

**COUNT NINE**  
**(False Statement to Obtain Bank Loan/Lease – 18 U.S.C. § 1014)**

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations of paragraphs 1 through 16 of Counts Seven and Eight are realleged here.
2. Jefferson Bank was a financial institution located in Philadelphia, Pennsylvania, whose deposits were insured by the Federal Deposit Insurance Corporation.
3. In or about January 1998, in the Eastern District of Pennsylvania, defendant

**ELIANA RASPINO**

knowingly made and caused to be made to Jefferson Bank material false statements for the purpose of influencing the actions of Jefferson Bank upon a loan and a lease, that is, a loan for, and a lease of, equipment to be used in a supermarket at Progress Plaza, located at Oxford and Broad Streets in Philadelphia, in that defendant RASPINO caused to be submitted to Jefferson Bank a financial statement, which stated that defendant RASPINO possessed an asset of \$200,000 in cash, and a resume, which stated that she had been employed as a store manager for ACME supermarkets for six years and as a district manager for ACME supermarkets for 18 months, and orally confirmed this information to Jefferson Bank, when in truth and fact, as the defendant then well knew, she did not then possess \$200,000 in cash, and she had not been employed as an ACME store manager for six years and as an ACME district manager for 18 months.

In violation of Title 18, United States Code, Section 1014.

**COUNTS TEN AND ELEVEN**  
**(Money Laundering – 18 U.S.C. § 1957)**

THE GRAND JURY FURTHER CHARGES THAT:

1. The allegations of paragraphs 1 through 16 of Counts Seven and Eight are realleged here.

At all times material to this indictment:

2. Prior to June 1998, defendant ELIANA RASPINO established at Mainline Bank in Villanova, Pennsylvania, account number 089801260 in the name of R. Supermarket Development and Investment Corporation. This account was active in or about June 1998 and in or about July 1998, among other times.

3. Prior to June 1998, defendant ELIANA RASPINO established at Commerce Bank in Pennsylvania, account number 089801260 in the name of F.I.C.S. This account was active in or about June 1998 and in or about July 1998, among other times.

4. On or about the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

**ELIANA RASPINO**

knowingly engaged in monetary transactions affecting interstate commerce in criminally derived property of a value greater than \$10,000, described more fully below, and such property was derived from a specified unlawful activity, that is, false statements to a financial institution, in violation of Title 18, United States Code, Section 1014, and interstate transportation of stolen property, in violation of Title 18, United States Code, Section 2314:

<b>Count</b>	<b>Date</b>	<b>Description</b>
10	6/15/98	Transfer of \$82,900 from Mainline Bank, Villanova, PA, account number 089801260 into Corestates Bank account number 0004081856
11	7/8/98	Transfer of \$77,850 from Mainline Bank, Villanova, PA, account number 089801260 into Corestates Bank account number 0004081856

All in violation of Title 18, United States Code, Section 1957.

## **NOTICE OF FORFEITURE**

1. As a result of the violation of Title 18, United States Code, Section 1014, set forth in this indictment, defendant

### **ELIANA RASPINO**

shall forfeit to the United States of America any property that constitutes or is derived from proceeds she obtained, directly or indirectly, traceable to the commission of such offenses, as charged in this indictment, including, but not limited to, the sum of \$211,000.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

## **NOTICE OF FORFEITURE**

1. As a result of the violations of Title 18, United States Code, Section 1957, set forth in this indictment, defendant

### **ELIANA RASPINO**

shall forfeit to the United States of America any property involved in such offenses and any property traceable to such property, including, but not limited to, the sum of \$160,750.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

---

FOREPERSON

---

PATRICK L. MEEHAN  
United States Attorney